The right of a state to forbid the sale of game killed within its borders is unquestioned. *Magner* v. *People,* 97 Ill. 331; but the state courts, and by this decision the Circuit Courts also, are divided as to whether sale of game brought into the state can be prohibited. *Com.* v. *Wilkinson,* 139 Pa. St. 298; *Ex-parte Maier,* 103 Cal. 476; *State* v. *Rodman,* 58 Minn. 393. In *Geer* v. *Conn.,* 161 U. S. 519, the right to take game out of the state for sale, contrary to statute, was denied on the ground that game is not property. The principal case upon the same ground denies the right to bring it within the state for sale contrary to statute. Game coming within the state is to be regarded as becoming at once game of that state. The ruling is further justified in that the enforcement of local game laws is rendered practicable by making every possession unlawful. An opposite conclusion is reached by *In re Davenport,* 104 Fed. 540, which holds that the prohibition is a mere rule of convenience and not a legitimate exercise of the state's police power, and consequently an interference with inter-state commerce.

LANDLORD AND TENANT—VAULTS UNDER SIDEWALKS—PERMISSION OF CITY—ORDINARY CARE—LIABILITY OF TENANT.—WEST CHICAGO MASONIC ASSOCIATION v. COHN, 61 N. E. 439 (Ill.).—A portion of certain premises was leased, the tenant to keep the demised premises and appurtenances in good repair. This portion contained a vault under the sidewalk, from which a coal hole opened, these having been constructed with the permission of the city. The vault had no connection with any part of the building not leased to this tenant and the latter was entitled, as against the owner, to the exclusive control and possession of this portion. *Held,* that the tenant and not the owner of the premises, was liable to a foot passenger for injuries received on the sidewalk in consequence of failure to properly cover the coal hole.

The coal hole was not a nuisance, since permission for its construction had been given by the city. The theory that where such a license is obtained from the city, the liability for all injuries received therefrom continues with the owner on the ground of public policy until he has given up control of the entire building is denied. A similar view is taken in *Boston* v. *Grey et al.,* 144 Mass. 53. On the other hand, the New York court holds that in such a case, the landlord is not relieved of liability by a lease of anything less than the entire premises; the lease of a part, even though the structure in question is for the sole benefit of that part, is not sufficient. *Trustees* v. *Foster,* 165 N. Y. 354, 50 N. E. 971, 41 L. R. A. 554, 66 Am. St. Rep. 575.

MINES AND MINING—FINDING GOLD—MASTER AND SERVANT.—BURNS v. CLARK ET AL., 66 Pac. 12 (Cal.).—The plaintiff, while working for the defendants in digging and leveling off a grade for a mill site on government land, discovered and took possession of some gold: defendants took the same from the plaintiff. The occupancy of this mill site by defendants was not with the intent to acquire the ownership of the land. *Held,* that the gold did not belong to the defendants.

The relation of master and servant in nowise affects the rights of the finder of lost property. *Bowen* v. *Sullivan,* 62 Ind. 281; *Tatum* v. *Sharpless,* 6 Phile. 20; *Ellery v. Cunningham,* 1 Met. 112. As affecting the finding itself, the place of finding is entirely immaterial. *Bowen* v. *Sullivan,* 62 Ind. 281; *Bridges* v. *Hawkesworth,* 15 Jur. 1079. By analogy the same rules seem to